



First Carolina Cable TV

A First Carolina Communications Company

NOT signed by FC New England

February 29, 1988

Mr. Mel Tuttle
Chairman of Board of Selectmen
Town of Greenville
Greenville, NH

Dear Mr. Tuttle:

Please accept this letter as a formal application for a franchise to serve the Town of Greenville, NH. We at First Carolina Cable TV are very excited at the possibility of extending our service to the Town residents through our operating venture F.C. New England, L.P.

I have drawn up and attached a proposed franchise for your review that is almost identical to the existing franchise you currently have. If you have any questions concerning our operation or service procedures, please let me know. Our commitment stands firm to be able to have cable television service available to town residents by August.

Sincerely,

Terry Greene
Terry Greene
Vice President

TG/ss

enc.

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FRANCHISE AGREEMENT

Agreement by and between the Town of Greenville, New Hampshire (hereinafter referred to as the "Town"), a municipal corporation of the State of New Hampshire, and FC NEW ENGLAND LIMITED PARTNERSHIP, a limited partnership organized under the laws of the Commonwealth of Massachusetts and having its principal place of business at 539 Charlestown Road, Springfield, Vermont 05156.

WITNESSETH:

WHEREAS, the Town is authorized to grant one or more non-exclusive, revocable franchises to construct, operate, maintain and reconstruct a cable communications system within the Greenville geographical town limits;

WHEREAS, the Town, after due evaluation, has determined that it is in the best interest of the Town and its residents to grant a franchise to Grantee; and

WHEREAS, Grantee, having submitted an application to the Town, desires to construct a cable communications system therein and agrees to be bound by the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, intending to be legally bound hereby, mutually agree as follows:

1. GRANT

A. Grantee is hereby granted for itself and its successors and assigns, subject to the terms and conditions of this Franchise Agreement, the right, privilege and authority to construct, operate, maintain and reconstruct a cable communications system within the streets, alleys and public ways of the Town, provided, however, that the Town in no way warrants title to the streets, alleys, and public ways. Grantee agrees to make an independent investigation of the title and status of any streets, alleys, public ways or rights of way, where necessary, and to obtain any and all necessary consents or easements from any necessary private parties.

B. For the purpose of operating and maintaining a cable communications system in the Town, the Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across and along the public streets, alleys, and ways within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the cable communications system. Prior to construction or alteration, however, the Grantee shall file plans with the appropriate Town agencies and utility companies, and receive written approval before proceeding.

C. All future construction under this Agreement shall be in conformity with the laws of the State of New Hampshire and the ordinances of the Town and, except for cables, relays and other devices and appurtenant attached to poles licensed to other utilities, such future construction shall be subject to approval by the Town-authorized road agent.

D. The Grantee hereby agrees to indemnify and save harmless the Town for all claims for damages or injury whatsoever that may arise from the excavation, obstruction, encumbrance, occupation or trespass of said public streets, alleys and ways, and the Grantee shall be accountable for all damage that may occur on account of said excavation, obstruction, encumbrance, occupation or trespass made or created in violation of the terms of this Agreement; the Town in no case assuming any responsibility or liability by reason of the issuing of this Grant. The Grantee shall maintain insurance as set forth in paragraph 11 hereof with the Town as an additional insured.

2. RIGHT OF TOWN TO ISSUE FRANCHISE

The Town hereby warrants that it has the legal right to issue this franchise. Grantee acknowledges and accepts the legal right of the Town to issue the franchise and Grantee agrees that it shall not now or at any time hereafter challenge this lawful right in any way, in any city, state or federal court or governmental agency.

Payments will be due within 120 days of December 31st. Each payment shall be accompanied by a report, signed by the Grantee showing the basis for the computation.

10. RETRANSMISSION SERVICES

Grantee agrees to provide the Town with sufficient channel capacity, not to exceed one channel, to enable the Town to retransmit governmental and educational programming as selected by the Town from the Town Hall, library and elementary school to Grantee's subscribers, provided however that the Grantee shall not be responsible for providing, installing, maintaining or operating any equipment apart from the retransmission cable plant.

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11. INSURANCE

A. Insurance Required.

The Grantee shall maintain, throughout the term of the franchise, insurance with companies acceptable to the Town as follows:

1. Workman's compensation insurance, in such coverage as may be required by the workman's compensation insurance and safety laws of the State of New Hampshire and amendments thereto. Grantee shall cover all its employees with workman's compensation insurance and shall ensure that all subcontractors and their employees are similarly covered.

2. Grantee's liability insurance, each occurrence, one million dollars (\$1,000,000.00), no deductible. The policy shall cover Grantee and its employees as well as Grantee's subcontractors and their employees. The Town shall be listed as an additional insured and shall receive a certificate indicating that it is so covered prior to the Grantee commencing any construction under the terms of this franchise. The Town shall receive written notice of the cancellation of any such policy at least ten (10) days prior to the effective date of the cancellation.

3. Comprehensive general liability insurance, combined single limit with a minimum coverage of one million dollars (\$1,000,000.00), no deductible. The policy shall cover Grantee and its employees as well as Grantee's subcontractors and their employees. The Town shall be listed as an additional insured and shall receive a certificate indicating that it is so covered prior to the Grantee commencing any construction under the terms of this franchise. The Town shall receive written notice of the cancellation of any such policy at least ten (10) days prior to the effective date of the cancellation.

4. Comprehensive automobile liability insurance, combined single limit of not less than one million dollars (\$1,000,000.00), no deductible. The policy shall cover Grantee and its employees as well as Grantee's subcontractors

and their employees. The Town shall be listed as an additional insured and shall receive a certificate indicating that it is so covered prior to the Grantee commencing any construction under the terms of this franchise. The Town shall receive written notice of the cancellation of any such policy at least ten (10) days prior to the effective date of the cancellation.

B. Copies for the Town.

The Grantee shall furnish the Town with copies of such insurance policies and certificates of insurance within thirty (30) days of the effective date of the franchise.

12. NO JOINT VENTURE

Nothing herein shall be deemed to create any joint venture or principal-agent relationship between the parties, and neither party is authorized to, and neither party shall, act toward third parties or the public in any manner which would indicate any such relationship with the other.

13. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

14. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 4th day of MAY, 1988.

TOWN OF GREENVILLE, NEW HAMPSHIRE

By: _____

and: James A. Hartley

and: Bruce R. White

FC NEW ENGLAND LIMITED PARTNERSHIP

By: _____

APPENDIX A

RATES

Basic Service - \$11.95/mo
Additional Outlet - \$2.50/mo
Premium Service - \$9.95/mo

Installation - \$20.00

Installation will be free to all residents during the first passing of the system. After the system has been marketed once the installation will be the standard \$20.00.

These rates will correspond to those rates charged in the Peterborough, New Hampshire cable system.

CHANNEL LINE-UP

Basic Service

<u>Channel</u>	<u>Station I.D.</u>	<u>Affil.</u>	<u>Location</u>
2	WGBH	PSB	BOSTON
4	WBZ	NBC	BOSTON
5	WCVB	ABC	BOSTON
7	WNEV	CBS	BOSTON
9	WMUR	ABC	MANCHSTR
11	WENH	PBS	DURHAM
21	WNHT	IND	CONCORD
25	WFAX	IND	BOSTON
31	WNNE	NBC	HANOVER
38	WSBK	IND	BOSTON
50	WNDS	IND	DERRY
56	WLVI	IND	BOSTON

WTBS
MUSIC TELEVISION
ESPN
CABLE NEWS NETWORK
NICKELODEON
CBN-CHRISTIAN BROADCASTING NETWORK
ARTS AND ENTERTAINMENT
LIFETIME
WEATHER CHANNEL
THE NASHVILLE NETWORK

Premium Service

HOME BOX OFFICE
THE DISNEY CHANNEL
NEW ENGLAND SPORTS NETWORK